



STAFFING AGREEMENT

This Staffing Agreement ("Agreement") is made and entered by and between Muscogee Creek Nation Department of Health ("Client"), and Robison Medical Resource Group, LLC d/b/a Gifted Healthcare effective this 24th day of July, 2016.

Robison Medical Resource Group is engaged in the business of providing supplemental staffing services and desires to enter into this Agreement with Client to purchase these services.

Robison Medical Resource Group shall assign qualified Healthcare Professionals ("HCP") to Client to provide clinical and/or professional services on either a temporary basis through per diem, local contract, travel, interim and/or direct hire assignments. Therefore, in consideration of the mutual considerations and agreements set forth in this Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged, Client and Robison Medical Resource Group agree as follows:

Section 1

Term of Agreement:

This Agreement commences on the effective date and remains in full force and affect until terminated as provided herein.

Section 2

Staffing Services:

- A. Robison Medical Resource Group shall provide qualified HCP to Client upon their request to provide professional services under Client's direction to its patients. Robison Medical Resource Group shall screen HCP to determine their qualifications and competence prior to assigning HCP to Client. Upon assignment of an HCP to Client, if applicable, Client and Robison Medical Resource Group shall execute an Assignment Addendum to this Agreement. The Assignment Addendum shall include the name of the HCP, as well as the HCP's schedule (dates, and if applicable, times). Qualified HCP by Robison Medical Resource Group shall have, at all relevant times, all necessary licenses and certifications to provide professional services. Screening by Robison Medical Resource Group shall include, but is not limited to, obtaining all pertinent information concerning past employment, verification of licensure and

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certification(s), professional skills assessment, current clinical references and legal qualifications to work in the United States. Each Robison Medical Resource Group HCP shall submit to a drug/alcohol toxicology test, criminal background screening, immunization screening and appropriate competency testing as applicable. Qualified HCP referred to Client will have clinical experience in their relevant specialty area or be judged competent by Client and Robison Medical Resource Group.

- B. All HCP assigned by Robison Medical Resource Group to Client shall be employees of Robison Medical Resource Group except HCP placed as direct hire. Robison Medical Resource Group shall be solely responsible for satisfying all state and federal wage and hour requirements and will provide malpractice, worker's compensation and unemployment insurance for each qualified HCP.
- C. Robison Medical Resource Group will reassign or dismiss any HCP, upon proper documentation from Client, of unsatisfactory performance or conduct. Prior to any removal of a HCP, Robison Medical Resource Group will have the right to first counsel and provide an opportunity for the HCP to correct any deficiencies if, in its reasonable discretion, there is no risk of patient endangerment. If the HCP fails to rectify any deficiencies or still fails to meet Client or Robison Medical Resource Group' standards, Client or Robison Medical Resource Group may terminate the HCP assignment. Robison Medical Resource Group shall have no liability to Client if following commencement of providing services Robison Medical Resource Group' HCP is determined by Client not to meet its requirements and Client shall not be relieved of any obligation of payments to Robison Medical Resource Group for services provided up to the time they are terminated.
- D. Robison Medical Resource Group shall work in conjunction with Client and be available during JCAHO and state Surveys.

Section 3

Acceptance of Services, Fees, Invoicing and Payment:

- A. Fees for HCP services are set forth in the agreed upon fee schedule attached as Exhibits "A", "B", "C" or "D", and are subject to change. Fees may be modified during the term of this Agreement with the mutual written approval of both parties with at least a thirty (30) day notice. Weekend fees begin at 7:00pm on Friday and end at 7:00am on Monday, when applicable.
- B. Overtime is considered after forty (40) hours per week and shall be billed and paid at time and one-half the rate agreed upon in the Client Fee Schedule. Robison Medical Resource Group service week is Sunday through Saturday. The overtime rate will also apply, when required by a government contract or applicable law or regulation, for work in excess of eight (8) hours in any one-day. In jurisdictions in which other overtime or double time obligations are imposed by statute or regulation, Robison Medical Resource Group will bill Customer at the applicable bill rate for overtime.

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- C. Holidays are paid at time and one-half the rate agreed upon on the Client Fee Schedule. Robison Medical Resource Group designated holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The designated holiday period applies to work beginning at 7:00 p.m. on the eve of the holiday until 11:00 p.m. the night of the designated holiday.
- D. Client's manager or designee shall review for approval the timesheet or Client's required time and attendance system of Robison Medical Resource Group HCP. Client's approval of such timesheet shall be evidenced by its signature and approval shall constitute acceptance of the work performed by Robison Medical Resource Group HCP and Client's agreement to pay Robison Medical Resource Group according to the terms of the Staffing Agreement.
- E. Robison Medical Resource Group shall invoice Client weekly according to the Client Fee Schedule. Client agrees to pay Robison Medical Resource Group within fifteen (15) days of the date of invoice. Any payment not made within terms is considered delinquent and shall be assessed the lesser of 1.5 % or the maximum amount allowed by law interest per week.

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- F. In the event of termination of this Agreement, Client will pay Robison Medical Resource Group promptly for services performed up to the time of termination.

Billing Contact: Name Sarah Fixico
Title Administrative Assistant
Address 1401 Morris Drive
City, State, Zip Okmulgee, OK 74447
Phone Number 918-758-3101

Invoice Preference:

☐ E-Mail E-Mail Address _____
☐ Fax Fax Number _____
☒ Mail Address 1401 Morris Drive
Okmulgee, OK 74447
Attn. To: Sarah Fixico

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Section 4

Insurance:

Robison Medical Resource Group shall maintain and provide evidence of the following upon request:

- A. Workers' Compensation insurance covering Robison Medical Resource Group and its HCP with maximum statutory limits for and with respect to its HCP.
- B. General liability insurance covering Robison Medical Resource Group and its HCP with minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- C. Professional malpractice insurance covering Robison Medical Resource Group and its HCP with minimum limits of liability shall be \$1,000,000 per incident and \$3,000,000 annual aggregate. In the event such coverage is through a "claims made" policy and is cancelled, replaced or non-renewed, Robison Medical Resource Group shall obtain and maintain an extended reporting endorsement covering occurrences during the effective period of this Staffing Agreement.
- D. Unemployment Insurance as required by law for all Robison Medical Resource Group HCP.

Section 5

Compliance:

- A. Robison Medical Resource Group and Client agree there shall be no discrimination on the basis of race, religion, color, creed, sex, national origin, or handicap in the assignment of qualified HCP members. Robison Medical Resource Group will comply with Title VI of the Civil Rights Act of 1964 or any of its amendments, and the Americans with Disability Act.
- B. During the term of this agreement and for a period of four (4) years thereafter, Robison Medical Resource Group shall make available, upon written request to the Secretary of the United States Department of Health and Human Services or the United States Attorney General or any of their duly authorized representatives, this Staffing Agreement, and such books, documents, and records of Robison Medical Resource Group relating to its services provided hereunder which are necessary to verify the nature and extent of costs incurred in connection with Robison Medical Resource Group's services under the Staffing Agreement.
- C. Robison Medical Resource Group agrees to comply with OSHA regulations concerning "Occupational Exposure to Bloodborne Pathogens" by providing training to all Robison Medical Resource Group HCP. All HCP are required to follow Client's "Exposure Control Plan." Client agrees to provide site specific training during Client orientation.

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- D. Client agrees to notify Robison Medical Resource Group immediately upon becoming aware of any reported exposure, injury or incident involving a Robison Medical Resource Group HCP and provide a written confidential report.
- E. The parties acknowledge that they are "Covered Entities" as defined in the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. part 160 and part 164, subparts A and E, promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and hereby agree to comply with all applicable state and federal laws and regulations, including without limitation, requirements of the HIPAA rules governing privacy and security of individually identifiable health information and the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2).
- F. In the event of sentinel events, incidents, and/or injuries involving Robison Medical Resource Group HCP, Client is asked to follow its hospital/facility specific procedures as it would with its own staff as it relates to the handling of HCP. In addition, Robison Medical Resource Group asks that Client report these events to the Clinical Director and complete any documentation as requested. Robison Medical Resource Group' management is available to you 24/7 by calling our toll free number 1.888.566.8773.
- G. Excluded Provider Representation and Warranty. Robison Medical Resource Group represents and warrants that it has not, nor have any of its employees, agents, contractors, or other persons working for Client, i) been excluded, debarred or otherwise made ineligible to participate in any Federal healthcare programs as defined in 42 USC 1320a-7b (f) (the "Federal healthcare programs"), ii) been convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal healthcare programs; and iii) is not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the term of the Agreement and Robison Medical Resource Group shall immediately notify Client of any change in the status of the representation and warranty set forth in this section. If Robison Medical Resource Group becomes excluded from Federal program participation, this Agreement may be terminated immediately by Client for cause. If Robison Medical Resource Group becomes aware that an individual working for Robison Medical Resource Group becomes excluded, Robison Medical Resource Group shall remove such individual immediately from performing any work for or at Client. If Robison Medical Resource Group fails to remove such individual, this Agreement may be terminated immediately by Client for cause. Robison Medical Resource Group shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Facility and the service, including without limitation, those requirements imposed by The Joint Commission, the Medicare/Medicaid conditions of participation and any amendment thereto.

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Section 6

Term and Termination:

A. Term

The term of this Agreement shall commence on the date set forth above and shall continue until terminated as provided for herein.

B. Termination for Cause:

This Agreement may be terminated by either party upon the default by the other party of any term, covenant, or condition of the Agreement, where such default continues for a period of fifteen (15) days after the defaulting party receives written notice thereof from the other party specifying the existence of such default, provided that the defaulting party has failed to rectify such event to the reasonable satisfaction of the other party.

C. Robison Medical Resource Group reserves the right, however, to terminate this Agreement immediately in the event of nonpayment for services rendered. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

D. Termination without Cause:

The Staffing Agreement may be terminated at any time pursuant to the mutual written agreement of both parties. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination. In addition, either party may terminate this agreement at any time upon giving the other party thirty (30) days written notice, provided, however, that in the event that an Assignment Addendum is in effect, Subparagraph E. of this Section 6 shall apply.

E. Force Majeure:

No party shall be liable for any failure or delay in the performance under this Agreement (other than for delay in the payment of money due payable hereunder) to the extent said failures or delays are caused by any act of God, hurricane, riot, war, civil unrest, flood, earthquake, or mandatory evacuation.

F. Notwithstanding any termination of this Staffing Agreement, any placements by Robison Medical Resource Group with Client for a local, travel or interim contract assignments prior to the scheduled termination date of such assignment (as reflected on the Assignment Addendum for such HCP) shall continue for the full term of the original contract assignment reflected on the Assignment Addendum and Robison Medical Resource Group shall be entitled to compensation for the services. Robison Medical Resource Group shall also be entitled to payment for any outstanding receivables.

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Section 7

Indemnification

To the extent not covered by liability insurance carried by the parties, each party shall be solely responsible for its own claims, liabilities, damages, injuries, suits, demands, and expenses of all kinds (including, without limitation, attorneys' fees and court costs), that may result or arise from tortious criminal, or discriminatory conduct by such party, or by any member, partner, employee, representative, agent, or contractor of such party.

Section 8

Survival:

Except as specifically provided otherwise in the Agreement, the provisions of Sections 6 (B) and (E), 7, 9, 10, and 11 shall survive the termination of this Agreement.

Section 9

No Waiver:

Any waiver of any term, covenant, or condition of this Agreement by any party hereto shall not be effective unless set forth in writing, signed by the party granting such waiver, and in no event shall any such waiver be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

Section 10

Interpretation:

Should any provision of this Agreement require interpretation, it is agreed that mediator interpreting or construing this Agreement shall not construe it against one party more strictly by reason of the rule of construction that a document is to be construed more strictly against the party who prepared such document, it being agreed that all parties have participated in the preparation of this Agreement, and the negotiation of its terms, and that all parties were afforded adequate opportunity to consult legal counsel prior to the execution of this Agreement.

Section 11**Severability:**

If any one or more of the provisions of this Agreement should be determined wholly or partly invalid or unenforceable, then the validity and enforceability of all provisions of this Agreement shall not be ruled to be invalid or unenforceable and shall be unaffected.

Section 12**Miscellaneous:**

- A. Any notice, demand or consent required or permitted hereunder shall be in writing and shall be given (i) via hand delivery, (ii) by certified mail, return receipt requested, (iii) by recognized overnight courier service, or (iv) by facsimile transmission. Notice shall be given as follows:

Robison Medical Resource Group, LLC
Margaret C. Candon, RN
Chief Nursing Officer
2748 Metairie Lawn Drive, Suite B
Metairie, LA 70002

Client	<u>Muscogee Creek Nation Department of Health</u>
Contact Name	<u>Annette James</u>
Title	<u>Chief Nursing Officer</u>
Address	<u>1212 S Belmont Ave</u>
City, State, Zip	<u>Okmulgee, OK 74447</u>

B. Covered Facilities include:

Muscogee Creek Nation Medical Center	1401 Morris Dr.	Okmulgee, OK 74447
Muscogee Creek Nation Physical Rehabilitation	900 E. Airport Rd	Okmulgee, OK 74447
Muscogee Creek Nation Community Hospital	309 North 14 th St	Okemah, OK 74859

- C. Termination of this Staffing Agreement shall not affect any obligation of either party that has accrued prior to such termination.

- D. This Staffing Agreement is governed by and construed in accordance with the laws of the Muscogee Creek Nation.

- E. This Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous negotiations, understandings, and agreements. This Agreement may not

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be modified or amended by the parties except by written instrument executed by all parties to this Agreement.

Section 13

Assignment and Binding Effect upon Successors:

This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

Section 14

No Waiver:

The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition unless agreed to in a writing signed by both parties.

Section 15

Headings:

The descriptive headings of the sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any section.

Muscogee Creek Nation Department of Health

By: Shoneen Alexander-Ross

Name: Shoneen Alexander-Ross

Title: (A) Secretary of Health

Date: 9-7-2014

Robison Medical Resource Group, LLC

By: Margaret C. Candon

Name: Margaret C. Candon, RN

Title: Chief Nursing Officer

Date: _____

Exhibit A**Per Diem and Local Contract Assignments**

Client Fee Schedule & Terms
Muscogee Creek Nation Department of Health
Effective Date: July 24, 2016

Hourly Fees

RN Super Spec.	\$95.00
RN Specialty	\$65.00
RN MS	\$62.00
LPN	\$50.00
RRT	\$55.00
CST/ORT	\$47.00
CNA	\$30.00

RN MS: Pre-op and ambulatory services, Telemetry, Psych, Ortho, Post-Partum, Nursery, Peds, Rehab

RN Specialty: ER, ICU, PCU, NICU, PNU, OR, Oncology, PACU

RN Super Specialty: Cardiac Cath Lab, CVICU, PICU

Charge Nurse: additional \$3.00 per applicable hourly rate

On-Call: \$18.00 per hour

Call-Back: Time and one-half applicable rate

Expense Reimbursement: Client will be invoiced in accordance with IRS Standards, for all mileage traveled by Robison Medical Resource Group HCP for Home Healthcare Visits and/or requested services agreed upon in advance.

Client will accept qualified HCP verbally scheduled and agree to a minimum two (2) hour cancellation policy. If either party cancels a scheduled shift less than two (2) hours prior to the start of the shift, the cancelling party shall reimburse the other party for two (2) hours over and above any time worked at the rate agreed upon on the Client Fee Schedule for the scheduled shift.

Client agrees to coordinate and provide orientation to its policies, procedures and all applicable safety guidelines to Robison Medical Resource Group HCP assigned. The first eight (8) hours of Client orientation are non-billable. Client will be billed according to the Client Fee Schedule for all hours above eight (8).

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If Client requests a HCP less than one (1) hour prior to the start of the scheduled shift, Client will be billed for the entire shift provided the Robison Medical Resource Group HCP reports to duty within one (1) hour of the start of the shift. In the event the HCP reports to duty later than one (1) hour, Client will be billed for actual hours worked. If Client requests a HCP after the scheduled start of a shift, Robison Medical Resource Group will be paid from the time of the request provided its HCP reports to duty within one (1) hour of request.

When a HCP assigned to Client is no longer needed after reporting to duty, Client will be billed for all hours worked or four (4) hours whichever is greater per the Client Fee Schedule for the scheduled shift.

Client may float the Robison Medical Resource Group HCP to a unit other than the unit to which they were assigned in accordance with the Client Fee Schedule for that unit and the HCP's clinical competency.

Client agrees not to directly or indirectly solicit or hire Robison Medical Resource Group HCP. Should Client have an interest in hiring a HCP of Robison Medical Resource Group, Client will submit in writing to Robison Medical Resource Group its intent to hire and is obligated to commit to the Fee Schedule outlined in Exhibit "C".

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Exhibit B**Travel Assignments**

Client Fee Schedule & Terms
Muscogee Creek Nation Department of Health
Effective Date: July 24, 2016

Travel RN	\$85.00
Travel LPN	\$55.00

Charge Nurse: additional \$3.00 per applicable hourly rate
On-Call: \$18.00 per hour
Call-Back: Time and one-half applicable rate

Robison Medical Resource Group will submit HCP profiles based on Client requests to the facsimile number, electronic E-mail address, or Web-Based E-Commerce System designated by Client within a commercially reasonable timeframe. Upon verbal acceptance of HCP by Client, a written confirmation of the assignment will be sent, which confirmation shall include the dates of the assignment.

Client agrees to coordinate and provide orientation to its policies, procedures and all applicable safety guidelines prior to HCP's first worked shift.

Client agrees not to directly or indirectly solicit or hire Robison Medical Resource Group HCP. Should Client have an interest in hiring HCP of Robison Medical Resource Group, Client must submit in writing to Robison Medical Resource Group its intent to hire and is obligated to commit to the Fee Schedule outlined in Exhibit "C".

The assignment of a HCP may be cancelled by Client or Robison Medical Resource Group for cause. Cause may be defined as HCP's inability to perform duties of the position, if HCP commits acts of professional negligence, excessive absenteeism, substance abuse and/or any other unprofessional conduct.

Termination of an assignment for any other reason outside of cause or an emergency circumstance will require a written two (2) week notice of cancellation by Robison Medical Resource Group and/or Client.

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Exhibit C**Temp Conversion to Client Employee (Per Diem, Local Contract, Travel)**

Client Fee Schedule & Terms
Muscogee Creek Nation Department of Health
Effective Date: July 24, 2016

For an HCP placed with a Client in a temporary per diem local contract, or travel placement, Robison Medical Resource Group charges a fee of 18% of the HCP's first year annualized salary if such HCP is converted to a permanent employee of Client. Such fee may be reduced based on the following schedule:

HCP Worked Hours at Facility	Fee
000 – 468 hours	100% of Conversion Fee
468 – 936 hours	50% of Conversion Fee
936+ hours	No Fee Required

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Exhibit D

Interim Placement

Client Fee Schedule & Terms
Muscogee Creek Nation Department of Health
Effective Date: July 24, 2016

Interim Management

Flat rate of \$1,100.00 daily. Overtime and holiday rates are not be applicable.

Housing Stipend, Meals and Incidentals: reimbursement up to \$2,500.00 per month, assuming HCP meets qualifications.

Travel Reimbursement: up to two (2) round-trip flights to permanent address each month (maximum cap of \$350.00/trip) provided the permanent address is more than two-hundred and fifty (250) miles from Client. If permanent address is less than two-hundred and fifty (250) miles, the HCP will receive mileage reimbursement (or allowance to use for rental cars) to return to permanent residence up to two (2) times per month. Business mileage reimbursement at \$.55/mile or rental car up to \$35.00/day.

HCP provided for interim placements shall follow the direction of the designated leaders of the Client. Client shall provide specific details regarding the interim management position, including, but not limited to, duties, responsibilities, and experience requirements.

Details of the interim management position will be outlined in an assignment letter executed by both the Client, and Robison Medical Resource Group HCP. Such letter will include the minimum time period of the assignment. Client will pay the minimum amount even if the assignment is cancelled prior to the expiration of such time period.

Client has the right to accept or reject any assignment of any interim management position.

Client agrees to provide interim HCP with a minimum of forty (40) hours per week unless outlined differently in assignment letter. Client agrees not to directly or indirectly solicit or hire Robison Medical Resource Group HCP.

Client agrees not to directly or indirectly solicit or hire Robison Medical Resource Group HCP. Should Client have an interest in hiring HCP, Client will submit in writing to Robison Medical Resource Group its intent to hire and is obligated to commit to the attached Exhibit "D" fee schedule for direct hire.

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Exhibit E

Direct Hire

Client Fee Schedule & Terms
Muscogee Creek Nation Department of Health
Effective Date: July 24, 2016

Placement Fee: Twenty-five per cent (25%) of annual salary

Client agrees that the fee shall be earned when any one of the following conditions are met:

1. A candidate referred by Robison Medical Resource Group is subsequently hired, retained, or contracted by Client for any position, whether temporary or permanent.
2. The hiring, retaining or contracting of the candidate occurs within one (1) year of any interviews conducted by the Client that were generated by a Robison Medical Resource Group referral.
3. After a Robison Medical Resource Group referral has occurred, Client refers the candidate to a subsidiary, division, or other related company to the Client that hires, retains or contracts the candidate for employment, whether temporary or permanent.

Payment Terms: Client shall pay Robison Medical Resource Group its Fee as follows:
Total Fee shall be due and payable within ten (15) days of the start date of the HCP.

Pre and Post Employment Expenses:

The Client is responsible for any post-employment expenses that it may deem, in its sole discretion, necessary in order to hire the HCP. Expenses such as pre-employment background checks and skills testing shall be the sole responsibility of Robison Medical Resource Group.

If Client hires a candidate referred by Robison Medical Resource Group, then Robison Medical Resource Group shall provide the Client with a sixty (60) calendar day guarantee of the Placement Fee. If a referred Robison Medical Resource Group candidate/employee leaves the Client's employment within sixty (60) calendar days of his/her initial start date, Robison Medical Resource Group will provide Client a best effort replacement candidate/employee at no extra charge or refund a prorated portion of the placement fee paid. The refund shall be equal to 1/60th multiplied by the number of days remaining in the guarantee period as of the employee's last day of employment. Client must notify Robison Medical Resource Group within twenty four (24) hours of the candidate's termination of employment. Refund will be issued within fourteen (14) days back to Client. If Client terminates the referred candidate/employee due to

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being in a poor financial condition, downsizing, lack of available work, reorganization, elimination of position, takeover, or material change in job responsibility, no replacement candidate/employee shall be provided nor shall any refund of placement fees be due to Client.

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CLIENT CONTACT INFORMATION

Client General Information			
Client Name			
Complete Mailing Address, incl. city, state, and zip			
Main Phone number		Fax number	
Website			

Contracting Contact			
Contact Name/Title			
Complete Mailing Address, incl. city, state, and zip			
Phone number		Fax number	
Email address			

Billing/Invoicing Contact			
Contact Name/Title			
Complete Mailing Address, incl. city, state, and zip			
Phone number		Fax number	
Email address			

Scheduling Contact			
Contact Name/Title			
Complete Mailing Address, incl. city, state, and zip			
Phone number		Fax number	
Email address			

Clinical Contact			
Contact Name/Title			
Complete Mailing Address, incl. city, state, and zip			
Phone number		Fax number	
Email address			